



South Carolina Department of Health
and Environmental Control

Division of Procurement Services

Invitation for Bid

Solicitation No.: IFB-38409-5/6/10-EMW
Date Issued: 4/5/10
Procurement Officer: E. Madison Winslow
Phone No.: 803-898-3487
E-mail Address: winsloem@dhec.sc.gov
Page No.: 1 of 10

DESCRIPTION: Contract to provide services to install and maintain Granular Activated Carbon (GAC) units at sites with petroleum releases from regulated underground storage tank sites throughout South Carolina

USING GOVERNMENTAL UNIT: South Carolina Department of Health and Environmental Control

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S.C. 29201

PHYSICAL ADDRESS:

SC DHEC – Division of Procurement Services
Bureau of Business Management
2600 Bull Street, Room 1200 – Aycock Bldg.
Columbia, S.C. 29201

SUBMIT OFFER BY (Opening Date/Time) May 6, 2010/2:30pm ET

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: April 22, 2010/2:30 pm ET

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

CONFERENCE TYPE: N/A

DATE & TIME: N/A

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: N/A

AWARD &
AMENDMENTS

Award will be posted on **May 13, 2010**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.scdhec.gov/procurement>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____
☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>Area Code - Number - Extension Facsimile</p> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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<p>ACKNOWLEDGMENT OF AMENDMENTS</p> <p>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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<p>PREFERENCES - SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.</p>	<p>OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____</p> <p>*ADDRESS AND PHONE OF IN-STATE OFFICE</p> <p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address (check only one)</p>
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<p>PREFERENCES - SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms made, manufactured, and grown are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.</p>	<p>IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.</p>
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PURPOSE:

The Underground Storage Tank (UST) Program of the South Carolina Department of Health and Environmental Control (DHEC) is seeking services to install and maintain Granular Activated Carbon (GAC) units at sites with petroleum releases from regulated underground storage tank sites in accordance with the following conditions and specifications. The following scope of work is to be implemented at designated sites throughout South Carolina.

SPECIAL CONDITIONS

1. **CONTRACT PERIOD:** The contract will be effective from date of award for one year.
2. **OPTION TO RENEW OR EXTEND:** The term of this contract shall be for the period of twelve months. This contract will automatically renew unless DHEC or the vendor elects otherwise. Two renewals will be allowed for a one year period each. The contract will not exceed a maximum of three total years. If the vendor elects not to renew the contract, Business Management must be notified in writing at least ninety days prior to the expiration date. The Bureau of Business Management will notify the contractor in writing at least ninety days prior to the expiration date of any decision by DHEC not to renew the contract.
3. GAC unit installation and/or maintenance will be on an as needed basis for the contract year. Initial estimates are offered for the purpose of setting the bid price. The actual number of installations and maintenance calls may be more or less than the estimated quantities.
4. The Underground Storage Tank Program shall issue a Notice to Proceed for each site assigned. The Notice to Proceed shall provide the location and contact person for installation of the GAC unit, site identification number, cost proposal number for billing purposes and a due date for completion of work at each assigned location.
5. The installation report will consist of a list of all contract services provided, a schematic of the installation, and the serial number and model of the unit(s) installed or serviced, and the date the work was completed. The report must also include sampling data if pre and post samples are collected from the GAC unit and water usage. Maintenance reports will also include the disposal method of the spent carbon, and the condition of the unit. Reports and invoices must be submitted as individual documents. Contractor shall maintain copies of all reports submitted to DHEC for the duration of the contract.
6. **Invoicing:** Deliver or mail the invoices to: SCDHEC, Underground Storage Tank Program, 2600 Bull Street, Columbia, SC 29201, **Attention: Finance Section**. Invoices should be delivered with the final report and will be paid within approximately ninety (90) days of the successfully completed installation.
7. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Officer indicated on page one of this solicitation. DHEC shall not be legally bound by any amendment or interpretation that is not in writing from the Bureau of Business Management.
8. **Questions:** Questions or requests for information must be submitted in writing and received by 2:30 pm ET, **April 22, 2010**. After this date no further questions will be addressed. A written response will be mailed to all requestors of the bid package. The questions may be faxed to **E. Madison Winslow**, fax number **(803) 898-3505**.
9. The bidder must provide a minimum of three (3) references in the spaces provided on page 7 of the bid solicitation. References should include company name, contact person, telephone number, and a brief description of services provided. The State reserves the right to contact references. The references may be utilized in the evaluation and ranking of the bidders. NOTE: Do not list personnel from the Bureau of UST Management as a reference.
10. The successful bidder(s) must provide a generic company Health/Safety and Quality Assurance/Quality Control Plans for GAC Unit Installation and Maintenance within 10 days of notification of award. The plans must be approved by DHEC.
11. The successful bidder(s) must agree to make positive efforts to use women and minority owned businesses and individuals.
12. The successful bidder must provide to the point of contact a list by serial number for all GAC units purchased under this or previous contracts. The list should include the units in storage and the location/address for GAC unit in use. The list should be updated every three months by the contractor to include: the date the carbon was changed, if the unit has been taken out of use, if a new unit has been purchased, if a unit is refurbished and put in use, and if a unit has been repaired.

13. The successful bidder must provide storage for all units taken out of service until reuse. At close of contract, contractor will make appropriate arrangements, as necessary, to transfer any GAC units in storage to the subsequent contractor along with a copy of all operation and maintenance records.
14. Contractor will be given two (2) working days for installations and five (5) working days for other services to mobilize upon notice to proceed. Contractor will be required to complete installation or maintenance activities on or before the due date established in the Notice to Proceed. The UST Program will consider activities complete upon receipt of the final report.
15. If installation or maintenance cannot be completed as specified, DHEC must be notified by telephone within 24 hours following receipt of the Notice to Proceed. Justification for not completing the activities at the site must be provided to the Contract Coordinator at DHEC in writing within 48 hours of notification for review. If additional services are needed, in excess of the following written specifications, a change order may be issued. **No work outside the scope of the specifications may be completed under the contract prior to the issuance of a change order.**
16. A late fee of \$25/day may be levied for each day past the due date established in the Notice to Proceed that the installation is late. The total late penalty for any site shall not exceed 25% of the total cost.
17. AWARD: Award will be to the lowest responsive and responsible bidder, or to the bidder deemed most advantageous to the State. A preference of two percent will be provided to vendors who are residents of South Carolina. Award may be made to one or more bidders whichever is deemed most advantageous to the State. Award may take longer than fourteen days.
18. **NOTE.... THE ONLY OFFICIAL CONTACT PERSON AT DHEC DURING THE BIDDING AND AWARDED PROCESS IS THE PROCUREMENT OFFICER INDICATED ON PAGE ONE OF THIS SOLICITATION. BIDDERS ARE NOT TO CONTACT DHEC PERSONNEL LOCATED OUTSIDE THE BUREAU OF BUSINESS MANAGEMENT.**

SPECIFICATIONS for Granular Activated Carbon Units:

REQUIREMENTS:

1. The contractor must be familiar with the installation, repair, and maintenance of all major brands of GAC units (EcoWater, RainSoft, etc.).
2. The contractor must provide for each GAC unit all calculations, using analytical data provided by the Department, for determining Chemical of Concern (COC) breakthrough and the frequency at which the filter material must be changed.
3. All work under this contract must be done by a professional plumber certified in the State of South Carolina. Proof of certification must be provided with the bid.

SPECIFICATIONS:

1. The unit must filter Volatile Organic Compounds (to include Benzene, Toluene, Ethylbenzene, Xylenes, Methyl tert-butyl Ether, etc.), and Polynuclear Aromatic Hydrocarbons.
2. The unit must have a minimum carbon capacity of two cubic feet or 50 pounds.
3. New units must have a minimum five-year warranty on the control head unit and a lifetime warranty on the tank.
4. The unit must have an automatic counter to keep account of water usage or a counter must be installed in conjunction with the unit.
5. The unit must have a 48-hour capacitor that will reset the equipment for backwashing purposes in the event of electrical failure.
6. The equipment specifications must be validated by the Water Quality Association.
7. The contractor will provide a six-month warranty on all pipe, fittings, etc. used in the installation of all units.
8. The unit will be installed inside the existing well house (space permitting) or inside a locked housing. The housing must be durable and blend with the surroundings. Copies of the key to the lock must be provided to the owner of the well and to the Underground Storage Tank Program.

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9. The contractor will install sample taps on the inlet and outlet lines of the unit to allow for sampling. The sample taps must be located inside the locked housing for the unit. The installation will include up to ten (10) feet of pipe (Schedule 40 PVC) and all necessary materials and fittings. When installing a GAC unit close to a house or basement extra measures must be taken to control the runoff from the unit.
10. All electrical wiring will be installed in compliance with applicable codes. The installation will include up to twenty (20) feet of wire and all necessary conduit, fittings, trenching (as required), materials and labor.
11. A schematic diagram of the GAC unit with the model number, serial number, site name, UST permit number, inlet and outlet ports will be required. This information must be submitted within one week of installation.
12. A maintenance log sheet must be located and maintained in the housing unit to indicate carbon changes and other service. The information must be kept current and include: the serial number of the GAC unit, the time, date, type of service, and the full name(s) of the personnel conducting the service.

ADDITIONAL COSTS (to be included in bid total but which will be applied on an as needed basis)

GAC Housing – The housing must be lockable, vented, insulated to prevent freezing and of sufficient size to allow access to service the GAC unit. The housing must be equipped with a lock (Number 1 Master™ or equivalent). Multiple locks will be keyed alike. Installation will include providing a supply of electrical power for the GAC unit. The base frame of the GAC housing unit shall be bolted/secured to the cement pad. The cement pad shall be no less than the dimension to correspond with the housing unit. The thickness of the cement pad shall be no less than 3 inches. The GAC unit should be stabilized to prevent tipping in the event of ground settling, frost heave, etc.

Lock Assemblage – Necessary hardware and lock (Number 1 Master™ or equivalent) to secure existing well house. Lock(s) must be rust-proof and all other hardware must be galvanized.

Particulate Filter – An in-line filter to remove suspended solids from water prior to entering the GAC.

Additional Piping – In excess of the ten (10) feet specified. Piping must be Schedule 40 and includes any fittings necessary to complete installation, necessary materials, trenching, and labor.

Additional Wiring – In excess of the twenty (20) feet specified. Wiring must comply with applicable codes and includes all necessary conduit, fittings, trenching (as required), materials and labor.

Sample Collection (Pre & Post) – Collection of a water sample from the inlet and outlet sample taps. The unit rate includes all labor and material costs for sample collection, packaging, and shipping.

SPECIFICATIONS FOR SAMPLING:

1. The sampling of water supply wells should be conducted at the well head whenever possible or the nearest available spigot. The supply well should be purged prior to sampling. Purging for supply wells is considered complete once the holding tank has been emptied and/or the well pump turns on. The Chain of Custody should specify a 1 ppb detection limit for EPA Method 8260 for water supply well samples. The comments section of the Site Activity Summary sheet should include a comment regarding the location from which the sample was obtained (e.g. spigot at wellhead, outside spigot on east side of house, at spigot before the GAC unit, etc.). All sampling will be in compliance with UST Management Division Quality Assurance Program Plan, October 2009. The Contractor Addendum (UST Management Division Quality Assurance Program Plan, October 2009, Appendix B) must be completed for each site where sampling activities will be conducted.
2. Complete the Chain of Custody for each site (See Attachments for example). The UST Contract Laboratory will provide blank forms to the contractor. If a well cannot be sampled due to free phase product, insufficient water, etc., note the well ID on the chain of custody, mark a line through it, and indicate the reason why the well was not sampled in the remarks section for that well. If a sample has a strong petroleum odor, indicate this with HOT in the remarks section for that well. If 24-hour analysis is required, write "RUSH ANALYSIS" in comments section. **Any requirements the Contract Laboratory has regarding the completion of the Chain of Custody must be followed.**
3. All samples must be delivered to the UST Program's contract laboratory or shipped to a location designated by the contract laboratory the same day the samples are collected. The current contract laboratory is located in Charlotte, NC. The Contractor will be provided 30 days notice if the laboratory contractor changes for any reason.

BIDDING SCHEDULE:

1. Installation of new Granular Activated Carbon (GAC) filter systems. All equipment, materials and electrical hookups to be provided by the contractor at five (5) sites.

\$ _____/unit X 5 units = \$ _____
2. Installation of refurbished GAC filter systems provided by the UST Program. All other equipment, materials and electrical hookups to be provided by the contractor at five (5) sites.

\$ _____/unit X 5 units = \$ _____
3. Service charge to remove and replace carbon/gravel filter in operating units at sites across South Carolina. All materials (carbon, gravel, etc. to be provided by contractor. Cost includes proper disposal of removed carbon and gravel.

\$ _____/change X 300 changes = \$ _____
4. Removal, cleaning, refurbishment and storage of GAC units from sites across South Carolina.

\$ _____/unit X 25 units = \$ _____
5. Service call to reset, repair, or perform other service of the GAC filter system not covered in 1 – 4 above.

\$ _____/hour X 30 hours = \$ _____
6. Mobilization to sites to perform services required under this contract.

\$ _____/mob. X 100 events = \$ _____

ADDITIONAL COSTS

7. Repair materials (parts) **NOT FOR BIDDING** (Receipt required for payment)
8. Sample collection (Pre & Post)

\$ _____ X 1 unit = \$ _____
9. GAC Housing to include housing, lock, electrical hookup and labor.

\$ _____/housing X 1 unit = \$ _____
10. Lock assemblage to include lock, all necessary hardware and labor.

\$ _____/assemblage X 1 unit = \$ _____
11. In-line particulate filter installed to include filter, necessary materials and labor.

\$ _____/filter X 1 unit = \$ _____
10. Additional piping (Schedule 40 PVC) and fittings necessary to complete installation, to include pipe fittings, necessary materials, trenching, and labor.

\$ _____/foot X 100 feet = \$ _____
11. Additional wiring necessary to complete installation, to include wire, conduit, necessary materials, trenching, and labor.

\$ _____/foot X 100 feet = \$ _____

TOTAL \$ _____

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Other Criteria:

Please respond to the following questions which have been designed to verify the required qualifications and to assess the capacity of the lowest bidders. If the lowest bidder does not have the capacity to perform the scheduled number of sampling events, the next lowest bidder for that region will be given the opportunity to participate.

1. Company must be a DHEC Certified UST Site Rehabilitation Contractor.
Certification Number. _____
2. When can you begin work? _____
3.
 - a. Have there been any complaints registered with any regulatory agencies about your company's performance in any state where you have performed services?
Yes _____ No _____
 - b. If yes, please indicate which state(s), the reason (s), and the date (s) of complaint (continue on back of sheet if necessary).

4. Please provide three references that we may contact regarding your past performance.
 - a. Agency or Company Name _____
Name of Contact Person _____
Telephone Number _____
 - b. Agency or Company Name _____
Name of Contact Person _____
Telephone Number _____
 - c. Agency or Company Name _____
Name of Contact Person _____
Telephone Number _____

**PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING BID
INSTRUCTIONS TO BIDDERS**

DISCUSSIONS AND NEGOTIATIONS: By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's bid.

1. Unless otherwise required herein, only one signed copy of the invitation to bid is required.
2. Bids "faxed" directly to the DHEC Procurement Office will not be accepted or considered for award.
3. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. DHEC Underground Storage Tank Environmental Remediation Procedures shall govern any withdrawal request received after the time of the bid opening.
4. When specifications or descriptive papers are submitted with the bid submission, enter bidder's name thereon.
5. Submit your signed bid on this form. Show the bid number on the envelope as instructed. DHEC assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the Procurement Officer but do not include the bid number on the envelope since it does not include your bid.
6. Bidders must clearly mark as "CONFIDENTIAL" each part of their bid which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
7. By submission of a bid, **you are guaranteeing** that all goods and services meet the requirements of this solicitation during the contract period.
8. **Tie bids** will be resolved as outlined in DHEC Underground Storage Tank Environmental Remediation Procedures.
9. **Do not include any taxes** that DHEC may be required to pay in the bid price. Upon submission of a bid by a state agency, the Procurement Officer will compute a 5% sales and use tax to the non-state agency bids when applicable (service and labor excluded) in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-. 95.
10. **Correction of errors on this bid form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the time specified for the bid opening.
11. **Ambiguous bids** that are uncertain as to terms, delivery, quantity, or compliance with this solicitation may be rejected or otherwise disregarded.
12. Any bidder desiring to exercise a grievance may do so under section IV of DHEC Underground Storage Tank Environmental Remediation Procedures. All correspondence should be directed to the Director of Procurement Services, Bureau of Business Management, 2600 Bull Street, Columbia, SC 29201.
13. **Failure to respond** to three consecutive bid notices may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

14. DHEC reserves the right to reject any and all bids, and to cancel this solicitation.
15. **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
16. **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".

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17. **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
18. **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the subsequent contract.
19. **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC nor the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
20. **Award Criteria:** Award shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on Procurement Services' website at: dhec.sc.gov/procurement.
21. **Rejection:** DHEC reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if the rejection is in the best interest of the State.
22. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the opening date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
23. **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (A) the bidding schedule, (B) the specifications, (C) general conditions, (D) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (E) instruction to bidders.

GENERAL CONDITIONS

24. **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201. Reference the solicitation and contract number.
25. **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
26. **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
27. **Publicity Releases:** By submission of a bid, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
28. **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0562)
29. **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
30. **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
31. **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty-day advance notice in writing to the successful contractor.
32. **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

33. **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
34. **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
35. **S.C. Law Clause:** Upon award of a contract under this bid, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
36. **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements.) Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. If items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the bid opening date. Written permission must be obtained from the DHEC Procurement Office.
37. **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
38. **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
39. **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
40. **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
41. **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
 - A. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - B. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
 - C. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. The Department also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.